

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY
APPROVING REVISED AGREEMENT FOR THE DISPOSITION OF
PARCELS 3C, 3D and 3E in the GOVERNMENT CENTER PROJECT AREA

WHEREAS, on May 20, 1964 and July 2, 1964, the Authority approved Land Disposition Agreements for the disposition of Parcels 3C, 3D and 3E; and

WHEREAS, since that time, more recent appraisals have caused a revision of the proposed purchase price for those parcels; and

WHEREAS, there has been presented to this meeting of the Authority a revised Land Disposition Agreement, incorporating the revised prices; and

WHEREAS, the revised purchase price for Parcels 3C, 3D and 3E of \$7.10 per square foot is based upon two independent appraisals of the value of the parcels for the proposed uses.

NOW THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

- 1) that the said revised Land Disposition Agreement for the disposition of Parcels 3C, 3D and 3E to the Boston Edison Company is hereby approved and the Development Administrator is hereby authorized to execute such agreement on behalf of the Authority substantially in the form presented to this meeting, subject to HHFA concurrence;
- 2) that the price of \$7.10 per square foot is hereby approved and determined to be not less than the fair value of the said parcels for uses in accordance with the Urban Renewal Plan.

LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the _____ day of _____, 1965, by and between the BOSTON REDEVELOPMENT AUTHORITY, and the BOSTON EDISON COMPANY.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I.

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- (a) "City" shall mean the City of Boston, Massachusetts.
- (b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.
- (c) "Redeveloper" shall mean the Boston Edison Company, a corporation organized and existing pursuant to the laws of the Commonwealth of Massachusetts, with an office at Boston, Massachusetts and shall include any successor in interest or assign whether by act of a party to this Agreement or by operation of law or otherwise.
- (d) "The Property" shall mean those areas in the Government Center Project Area, shown on a map entitled "Property Line Map-Edison Area", prepared by Whitman and Howard, Inc., dated March 27, 1964 which map is attached hereto as Exhibit A. As shown on said map, the Property is divided for the purposes of this Agreement into four segments, hereinafter referred to as "Building Area", "Parcel 3C," "Parcel 3D," and "Parcel 3E," together with the fee to the center line of all streets abutting The Property, proposed or existing, as shown on said map.
- (e) "Building Area" shall mean that area designated as "Boston Edison Company - Building Area" on the attached Exhibit A.

(f) "Plan" shall mean the Government Center Urban Renewal Plan, attached hereto as Exhibit B, duly adopted in accordance with Chapter 121 of the General Laws as amended, and as said Plan may be amended in accordance with the provisions thereof. The "Term of the Plan" shall mean the period commencing upon the approval of the Plan by the City Council and expiring as therein provided. The Redeveloper agrees with revisions to the Plan, attached hereto as Exhibit D, and agrees to consent to said revisions when adopted by the Authority. For the purposes of this Agreement "Plan" shall, therefore, mean the Government Center Urban Renewal Plan as amended by said revisions.

(g) "Final plans and specifications" shall mean the architectural drawings and specifications for the improvements to be made on The Property, dated February 14, 1964, submitted to and approved by the Authority on April 2, 1964, on file at the office of the Authority.

(h) "Edison Land" shall mean those areas designated with the letter "E" in the attached Exhibit A.

(i) "Improvements" shall mean all structures, landscaping, paving, and changes to existing structures to be constructed in accordance with the approved final plans and specifications, provided, that "Improvements" shall not be deemed to include equipment within the building walls; provided, however, that should the equipment within the building walls at any time be changed so as to extend beyond the building walls in any direction, the Redeveloper shall submit to the Authority for approval, plans and specifications, for additional improvements to be made on The Property to properly conceal the equipment in accordance with the applicable planning and design objectives of the Plan. The Redeveloper agrees that it shall not undertake any such equipment changes until these plans have been submitted to and approved by the Authority.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFORSection 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase Parcels 3C, 3D and 3E, and the Authority covenants and agrees to purchase, and the Redeveloper covenants and agrees to sell and convey the "Edison Land".

Section 202: Condition of Land to be Conveyed

(a) The Authority and Redeveloper agree that, at the time of sale and conveyance and delivery of possession of the properties described in Section 201 hereof, they shall be free and clear of all buildings, structures and improvements except walls and foundations below the surface of the ground, and that all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. The properties shall be uniformly graded and left free of mounds and depressions, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

(b) The Authority agrees that it shall, without expense to the Redeveloper, provide or cause to be provided the street improvements called for in the Plan in a timely manner so as to reasonably integrate the completion of such street improvements with the completion of the improvements to be made on The Property by the Redeveloper.

(c) The Redeveloper agrees that upon the laying out or taking by the City of Boston of streets abutting The Property, no claim for damages by reason of such laying out or taking will be made by the Redeveloper so long as such laying out or taking excludes or is made subject to all structural elements of the improvements existing or to be constructed on The Property.

Section 203: Purchase Price and Payment Thereof

(a) The purchase price for Parcels 3C, 3D and 3E shall be \$7.10 per square foot, subject to HHFA concurrence, and shall be paid to the Authority upon delivery of the deed and possession of said Parcels, to the Redeveloper, together with the fee to the center line of streets abutting the Property, proposed or existing, as shown on the attached Exhibit A.

(b) Payment shall be in cash or certified check drawn to the order of the Authority.

(c) The purchase price for the Edison Land shall be \$2800 and shall be paid to the Redeveloper upon delivery of the deed and possession of the Edison Land to the Authority.

(d) Payment shall be in cash or certified check drawn to the order of the Redeveloper.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of parcels 3C, 3D and 3E and the Edison Lands, and the purchase of the same, shall, subject to the provisions of Section 206, take place on _____, 1965 at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of the said parcels and the Edison Land may take place at an earlier or later date upon agreement of the parties hereto.

At the time of transfer of title, or immediately thereafter, the Authority, to the extent of its power, shall grant to the Redeveloper such temporary easements in the land abutting The Property as the Redeveloper may require in the course of construction of the required improvements.

Documents granting said easements to the Redeveloper and documents granting temporary and permanent easements from the City of Boston Welfare Department to the Redeveloper shall be recorded in the Suffolk Registry of Deeds with the deed conveying Parcels 3C, 3D, and 3E to the Redeveloper.

Section 205: Titles and Instruments of Conveyance

The sale and conveyance of Parcels 3C, 3D and 3E and the Edison Lands shall be by quitclaim deeds of good and marketable fee simple title, free and clear of all liens and encumbrances, except a lien for current taxes, but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof. None of the provisions of this Agreement are intended to or shall be merged by reason of any deeds transferring title to parcels 3C, 3D and 3E from the Authority to the Redeveloper, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Agreement, except to the extent specifically so provided in the said Deeds.

Section 206: Default

In the event that either party shall be unable to give title or to make conveyance or to deliver possession as provided for herein by January 1, 1966, all of the obligations of the parties hereunder shall cease and this Agreement shall be void and without recourse to the parties hereto, unless either party shall, with the consent of the other, choose to accept such title as the other party can deliver and to pay therefor without deduction, in which case such title shall be so conveyed. The acceptance of a deed by either party shall be deemed a full performance and discharge of every agreement and obligation with respect to matters relating to said deed herein contained, except such as are, by the express terms hereof, to be performed after the delivery of said deed.

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of any State and Federal documentary tax stamps which may be required, and the cost of recording the deed or deeds, this Agreement, and all Easement Agreements.

Section 208: Adjustments

With respect to any tax period during which the Authority and the Redeveloper both had title to and possession of any properties to be transferred pursuant to this Agreement, taxes allocable to such properties for such period shall be prorated between the Authority and the Redeveloper in proportion to the respective periods of ownership of title and possession by (1) the Authority and its predecessors in title on the one hand, and (2) the Redeveloper on the other hand; provided, in no event shall either party be liable for any taxes levied on any improvements located on any such properties on any assessment date prior to the transfer of title to and possession of such properties. In the event any such properties are exempt from taxation on the assessment date next preceding the transfer of title and possession by virtue of title being vested in the Authority or other tax exempt entity, the Redeveloper shall pay to the Authority, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City of Boston if such properties had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession, such amount to be paid by the Authority to the City upon receipt from the Redeveloper; provided, in no event shall the Redeveloper be liable for any taxes or payment in lieu of taxes for any improvements located on any such properties on any assessment date prior to the transfer to the Redeveloper of title to and possession of such properties.

Any payment owed by either party under this Section shall be due and payable at the time of closing set forth in Section 205 hereof.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENTSection 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;
- (2) not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) not to discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivision (3), and all rights and obligations

under said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed from the Authority to the Redeveloper; provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

(d) Upon delivery of the deed and possession of Parcels 3C, 3D and 3E to the Redeveloper, the Redeveloper shall execute and record with the Suffolk County Registry of Deeds an appropriate instrument (in form satisfactory to the Authority) declaring that the Building Area is subject to the controls and restrictions of the Plan for the term of the Plan.

Section 302: Improvements and Submission of Plans

(a) The Property shall be improved as follows:

- (1) The existing building in the "Building Area" shall be altered and the remainder of the Building Area shall be improved, all in accordance with the approved final plans and specifications.
- (2) Parcel "3C" shall be paved, landscaped and fenced in accordance with the approved final plans and specifications.

(b) All improvements to be made on the Property shall be in accordance with the applicable planning and design objectives and land use and building requirements of the Plan, and State and local laws and regulations.

(c) No work on the improvements shall be done unless such work conforms in every respect to the approved final plans and specifications therefor. In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority

may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements being made on The Property as are not in conformance with the approved final plans and specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with making of the improvements until such directive is complied with. Any delays in completion of the improvements resulting from such modifications or reconstruction shall not be a ground for the extension of the time limits of construction on The Property as provided for in Section 303 of this Agreement.

(d) Should the Redeveloper wish to modify said approved final plans and specifications, the Redeveloper shall submit to the Authority proposed modifications of the approved final plans and specifications for the improvements to be made on the Property, prepared in conformity with the applicable planning and design objectives and land use and building requirements of the Plan, and this Agreement.

The Authority shall review and approve or disapprove such modifications of the final plans and specifications and shall within 30 days notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days after submission of the final plans and specifications or any resubmission thereof as hereinafter provided, such modifications of the final plans and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper may within fifteen (15) days after the date the Redeveloper receives

written notice of such disapproval, establish with the Authority the basis for resubmission and resubmit the final modifications of final plans and specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall commence the improvements on the Property in accordance with the approved final plans and specifications referred to in Section 302 (b) hereof within thirty (30) days after delivery of the deed and possession of Parcels 3C, 3D and 3E to the Redeveloper; shall thereafter diligently prosecute said improvements on the Property to completion; and shall, in any event, complete such improvements not later than twelve (12) months after the commencement thereof.

(b) Subsequent to the execution of the Agreement and until the improvements have been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every three (3) months as to the actual progress of the Redeveloper with respect to such improvements. After the sale and conveyance and delivery of possession of Parcels 3C, 3D and 3E to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority and of the United States of America.

(c) Prior to the sale and conveyance and delivery of Possession of any properties to be transferred pursuant to this Agreement, either party shall be permitted access thereto, whenever and to the extent necessary to carry out the purposes of this agreement.

(d) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on the Property shall be covenants

running with the Land.

Section 304: Certificate of Completion

When the improvements required of the Redeveloper by the provisions of this Agreement have been completed, the Authority shall issue to the Redeveloper a Certificate of Completion in such form as will enable it to be recorded in the Suffolk Registry of Deeds.

Section 305: Non-Discrimination in Employment

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, for construction pursuant to this agreement, a notice, to be provided by the Authority, advising the said labor union or workers' representative

of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, attached hereto as Exhibit C, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations, and orders of the said Committee or of the Housing and Home Finance Agency pursuant thereto, and will permit access to such books, records, and accounts as pertain to this Section 305, by the Authority, the Housing and Home Finance Agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every sub-contract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, so that such provisions will be binding upon

each such contractor,

subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Authority" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

Section 306: Transfer of Interest in Property by Redeveloper

The Redeveloper shall not, prior to the completion of the construction of the improvements on The Property make, or suffer to be made, any assignment or any manner of transfer of its interest in The Property or portion thereof or in this Agreement, other than contracts or agreements to be performed subsequent to such completion, except with the consent of the Authority, provided, however, that this section shall not apply to the lien of Indenture of Trust and First Mortgage held by the State Street Bank and Trust Company, Trustee, on the real estate of the Redeveloper.

ARTICLE IV

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 401: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the improvements on The Property in good and safe condition and repair, and, in the occupancy, maintenance and operation of such improvements and The Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Section 402: Additions or Subtractions

After the improvements required by the Plan and this Agreement to be made by the Redeveloper on The Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, without the prior written approval of the Authority, which would affect the external appearance of the building or Property in any way. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after discovery thereof by the Authority direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

Section 403: Redeveloper's Obligations with Respect to Restoration and Reconstruction

(a) Whenever any improvement, or any part thereof, on The Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

All proceeds of any such claims and any other monies provided for the reconstruction, restoration or repair of any such improvement, shall be deposited in a separate account.

(b) The insurance money and any other proceeds so collected, shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. If there be any excess proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the Redeveloper.

(c) The Redeveloper, with the written approval of the Authority, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

Section 404: Commencement and Completion of Reconstruction

The Redeveloper shall subject to Section 403(c) commence to reconstruct or repair any improvements and equipment on the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Plan, within a period not to exceed six (6) months after the insurance or other proceeds in respect of such destroyed or damaged property have been received by the Redeveloper (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion, and in any event, to completion within twenty-four (24) months after the start thereof.

ARTICLE V

MISCELLANEOUS PROVISIONSSection 501: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Section 502: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 503: Covenants to be Enforceable by Authority and the United States

Any covenant herein contained which is expressed to be a covenant running with the land shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority and the United States in the case of the covenant provided in Section 301(a)(3) hereof against the Redeveloper. In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the covenant provided in Section 301(a)(3) hereof, both for and in their or its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit

2/2/65

such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

(End of Page 15-A)

Section 504: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 505: Authority's Members and Officers Barred from Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bona fide employee working for the Redeveloper) to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 506: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 507: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 508: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

Section 509: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted except those approvals set forth in Section 302(d) hereof, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper - Superintendent of Engineering &
Construction Department
Boston Edison Company
39 Boylston Street
Boston 7, Massachusetts

If to the Authority - Boston Redevelopment Authority
City Hall Annex
Boston, Massachusetts
c/o Edward J. Logue
Development Administrator

Section 510: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of The Property for redevelopment or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the other party, fires, floods, epidemics,

Quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of The Property for redevelopment or of the Redeveloper with respect to construction of the improvement, as the case may be, shall be extended for the period of the enforced delay:

Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

IN WITNESS WHEREOF, on the day of 1965,
at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and

BOSTON REDEVELOPMENT AUTHORITY

delivered in the presence of:

By _____

Approved as to form:

BOSTON EDISON COMPANY

By _____

General Counsel, Boston
Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named
who executed the foregoing Agreement on behalf of Boston
Redevelopment Authority and acknowledged the same to be his
free act and deed and the free act and deed of Boston Redevelop-
ment Authority

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named
who executed the foregoing Agreement on behalf of the Boston
Edison Company and acknowledged the same to be his free act
and deed and the free act and deed of the Boston Edison Company

Notary Public
My Commission Expires:

EXHIBIT D

Parcel 3A:

A. Permitted Uses

This parcel shall be devoted to open space. However, in the event the existing City of Boston buildings at 43 Hawkins Street are destroyed or demolished by any means, this parcel may be devoted to the uses and shall be subject to the restrictions governing the 43 Hawkins property in that event.

Parcel 3B:

A. Permitted Uses

This parcel shall be devoted to surface parking or open space. However, in the event the existing City of Boston buildings at 43 Hawkins Street are destroyed or demolished by any means, this parcel may be devoted to the uses and shall be subject to the restrictions governing the 43 Hawkins property in that event.

B. Requirements and Controls

Access: From Bowker Street only

Parcel 3C:

A. Permitted Uses

This parcel shall be devoted to surface parking, open space, or used in conjunction with Boston Edison Company property at 31-33 Hawkins Street.

B. Requirements and Controls

Access: From Hawkins or Bowker Street only

Parcels 3D and 3E:

A. Permitted Uses

To be used in conjunction with Boston Edison Company property at 31-33 Hawkins Street

A. 31-33 Hawkins Street (Boston Edison Company) (Block 131, Parcel 5)

1. For the existing buildings:

a. Permitted Uses

This parcel shall be devoted to public utility uses.

b. Building Requirements

- (1) All visible facades of the building shall be treated and maintained in such a manner as to conform to the controls and objectives of the Plan.
- (2) No structure on this parcel shall exceed 65.0' in height above elevation 34.0'.
- (3) Access for loading and parking shall be from Hawkins Street and Bowker Street only.

2. In the event that the Boston Edison Company vacates the existing buildings, or if they are destroyed or demolished by any means, the following controls shall apply:

a. Permitted Uses

This parcel shall be devoted to office, utility, or public or private institution.

b. Building Requirements

1. Floor Area Ratio: Not to exceed 6
2. Building Coverage: Not applicable
3. Height: No more than 65.0' above elevation 34.0'
4. Setback: Not applicable
5. Building Envelope: Not applicable
6. Parking: No open parking permitted within 50' of Hawkins Street frontage. All parking is to be effectively screened from the street.
7. Access: For loading and parking from Hawkins Street and Bowker Street only.

Boston
Redevelopment
Authority

N6635.569
E8648.087

"E"

7.67
S42°30'13"E
89°02'40"
82°18'30"

N6629.914
E8653.277

19.56
20.82
N46°36'27"E
Boston Redevelopment
Authority
AREA = 136.6 Sq.Ft.

S51°11'17"W
21.43
20.18

Boston Edison
Company

26.9 Sq. Ft. 3E

AREA = 7.6 Sq. Ft.
L.C. Case #11883

Company

6.10
N37°07'25"W
6.00
N37°07'25"W
1.23

N6612.482
E8636.579

SKETCH "B"

Scale: 1 inch = 4 feet

N6663.495
E8677.626

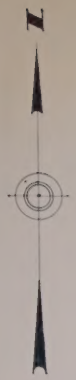
N6655.856
E8685.528

27.929

N6636.444
E8705.608

N6627.865

Parcels 3C, 3D + 3E
Government Center



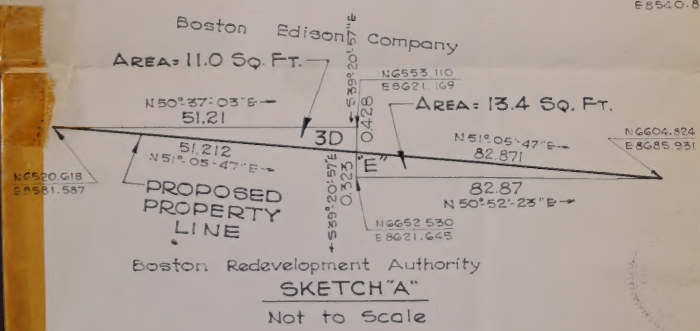
CHARDON STREET

BOWKER STREET

STREET

HAWKINS STREET

TABULATION OF AREAS			
AREA	BOSTON REDEVELOPMENT AUTHORITY TO BOSTON EDISON CO.	BOSTON EDISON CO. TO BOSTON REDEVELOPMENT AUTHORITY	
3D	11.0 SQ. FT.		
"E"		13.4 SQ. FT.	
3C	397.2 SQ. FT.		
"E"		381.4 SQ. FT.	
3E	7.6 SQ. FT.		
3E	26.9 SQ. FT.		
TOTAL	442.7 SQ. FT.	394.8 SQ. FT.	



STREET

APPROVED BY

WALLACE B. ORPIN
CHIEF ENGINEER

FOR DETAIL SEE SKETCH "B"

FOR DETAIL SEE SKETCH "A"

SKETCH "B"
Scale: 1 inch = 4 feet

GOVERNMENT CENTER PROJECT
MASS. R35

PROPERTY LINE MAP
PARCELS 3C, 3D & 3E

BOSTON REDEVELOPMENT AUTHORITY
BOSTON-SUFFOLK COUNTY-MASSACHUSETTS

DATE MARCH 27, 1964		CODE	SEGMENT - MAP P.12 OF REVISED
SCALE IN FEET 0 10 20 30 40 50 60 70 80 90 100 WHITMAN & HOWARD INC. ENGINEERS		1 inch = 20 feet 50 BROAD ST. BOSTON, MASS.	

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

DATE: April 29, 1965

SUBJECT: GOVERNMENT CENTER - PARCELS 3C, 3D and 3E - REVISED LAND
DISPOSITION AGREEMENT WITH BOSTON EDISON COMPANY

On May 20 and July 2, 1964, the Authority approved a Land Disposition Agreement for the sale of Parcels 3C, 3D and 3E in the Government Center to the Boston Edison Company, at a purchase price of \$1.50 per square foot for Parcels 3D and 3E and \$7 per square foot for Parcel 3C. The Agreement as so approved also provided for transfer of two small parcels owned by Boston Edison to the Authority at a price of \$1.50 per square foot. The deed for Parcels 3C, 3D and 3E was approved by the Authority on October 29, 1964, and authorized conveyance for consideration of \$2,848.65 which consideration was based upon the above-mentioned prices.

Since that time, in response to a request of HHFA, we have had two acquisition appraisals made on the property to be transferred from Edison to the Authority. These appraisals valued the Edison property at \$2800 or approximately \$7.10 per square foot. This price has been approved by HHFA.

In view of these most recent appraisals and our past re-use appraisals for buildable land in this area, an equivalent price of \$7.10 per square foot is the fair market value for Parcels 3C, 3D and 3E.

The attached agreement incorporates these changes as to the price for Parcels 3C, 3D and 3E and the price for the Edison property, and in addition the non-discrimination provisions have been brought up to date in accordance with the latest Federal Regulations.

I recommend that the attached resolution and vote be adopted authorizing the Development Administrator to execute the Agreement and an appropriate deed.

